

RETURN TO

DEED

Dated: 1 - 7 1974

PETER T. BURKE and
JUDITH E. BURKE, HUSBAND & WIFE,

Record and return to:

MARTIN K. INDIK, ESQUIRE
PRINCETON PROFESSIONAL PARK
601 EWING STREET, SUITE C-14
PRINCETON, NEW JERSEY 08540

Grantor.

TO

SOUTH BRUNSWICK CITIZENS FOR
INDEPENDENT LIVING, INC.

Grantee.

BX4122PG547

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S Foxtail

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS 8323M
Division of Housing 12/92
Affordable Housing Management Service
AFFORDABLE HOUSING AGREEMENT
RENTAL PROPERTIES

Prepared by:

Martin K. Indik

Martin K. Indik, Attorney NJ

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This AGREEMENT is entered into on this 1st day of September 1993 between South Brunswick Citizens for Independent Living, Inc., owner of the properties designated in Section II PROPERTY DESCRIPTION, hereafter "OWNER", and New Jersey Department of Community Affairs hereafter "AUTHORITY", both parties having agreed that the covenants, conditions and restrictions contained herein shall be imposed on the Affordable Housing unit(s) described in Section II PROPERTY DESCRIPTION for a period of at least thirty years beginning on September 1, 1993 and ending after August 31, 2023 when any Affordable Housing rental unit that continues to be occupied by an income-eligible household shall become vacant.

WHEREAS, the New Jersey Housing and Mortgage Finance Agency (the Agency) is authorized by the Fair Housing Act (P.L. 1985, c. 222), hereinafter (the Act), to make grants and loans to assist municipalities meet their low and moderate income housing obligation as determined in accordance with the Act and to establish requirements and controls in consultation with the Council on Affordable Housing (the Council) to ensure the maintenance of that housing as affordable to low and moderate income households for a period of at least 30 years, or for a shorter period when authorized; and

WHEREAS, the Agency is authorized by Section 324 of the Act to establish procedures for entering into and shall enter into contracts with willing municipalities or developers of inclusionary developments whereby the Agency will administer resale and rent controls in municipalities where no appropriate administrative agency exists, and to charge a reasonable fee therefor; and

WHEREAS, the Department of Community Affairs (the Department) is authorized by the Act to make grants and loans to assist municipalities meet their low and moderate income housing obligations as determined in accordance with the Act, and to establish contractual guarantees and procedures to ensure that units of housing so provided for low and moderate income households as defined in the Act shall continue to be occupied by low and moderate income households for at least 30 years, or for a shorter period when authorized; and

WHEREAS, the Agency (N.J.A.C. 5:80-24) and the Department (N.J.A.C. 5:14-4) have each adopted procedural regulations establishing such procedures and controls and the terms thereof as required by the Act; and

WHEREAS, the Department and the Agency, pursuant to authority granted under the Act, have signed a Memorandum of Understanding agreeing to delegate central responsibility for the administration of such regulations, including the administration of contracts with municipalities or developers pursuant to Section 324 of the Act, to the Department; and

WHEREAS, pursuant to the Act, the housing unit (units) described in Section II PROPERTY DESCRIPTION hereafter and/or an attached EXHIBIT A of this Agreement has(have) been designated as low and moderate income housing as defined by the Act; and

WHEREAS, the purpose of this Agreement is to ensure that the described housing unit(s) remain(s) affordable to low and moderate income eligible households for that period of time described in Section III TERM OF RESTRICTION.

NOW, THEREFORE, it is the intent of this Agreement to ensure that the affordability controls are contained directly in the property deed for the premises and incorporated into and recorded with the property deed so as to bind the owner of the described premises and notify all future purchasers of the housing unit that the housing unit is encumbered with affordability controls; and by entering into this Agreement, the Owner of the described premises agrees to restrict the rental of the housing unit(s) to low and moderate income eligible households at a maximum adjusted rent determined by the Department for the specified period of time.

1. DEFINITIONS

"Adjusted Rent" shall mean the rent paid for a rental unit adjusted by *DRY 04/20/03* *DR 408976885*

RECEIVED
MARTIN K. INDIK
PRINCETON PROFESSIONAL P.A.
601 Ewing Street Suite C-14
Princeton, New Jersey 08540

RETURN TO

RECEIVED
MARTIN K. INDIK
PRINCETON PROFESSIONAL P.A.
601 Ewing Street Suite C-14
Princeton, New Jersey 08540

"Affordable Housing" shall mean residential units that have been restricted for occupancy by Households whose total Gross Annual Income is measured at less than 80% of the median income level established by an authorized income guideline for geographic region and family size.

"Agency" shall mean the New Jersey Housing and Mortgage Finance Agency (NJHMFA) or its designee.

"Agreement" shall mean this written Affordable Housing Agreement between the Department and the owner of an Affordable Housing unit which places restrictions on Affordable Housing units so that they remain affordable to and occupied by Low and Moderate Income-Eligible Households for the period of time specified in this Agreement.

"Assessments" shall mean all taxes, levies or charges, both public and private, including those charges by any condominium, cooperative or homeowner's association as the applicable case may be, imposed upon the Affordable Housing unit.

"Base Rent" shall mean the monthly rental charge for an Affordable Housing rental unit at the time the unit is first restricted by an Affordable Housing Agreement which has been calculated to include a credit for those utility costs paid by the tenant using a utility cost schedule approved for statewide use by the U.S. Department of Housing and Urban Development.

"Certified Household" shall mean any eligible household whose estimated total Gross Annual Income has been verified, whose financial references have been approved and who has received written certification as a Low or Moderate Income-Eligible Household from the Department.

"Council" shall mean the Council on Affordable Housing (COAH) established pursuant to the Fair Housing Act, N.J.S.A. 52:27-0301 et seq.

"Department" shall mean the Department of Community Affairs.

"Foreclosure" shall mean the termination through legal processes of all rights of the mortgagor or the mortgagor's heirs, successors, assigns or grantees in a restricted Affordable Housing unit covered by a recorded mortgage.

"Gross Annual Income" shall mean the total amount of all sources of a Household's income including, but not limited to salary, wages, interest, tips, dividends, alimony, pensions, social security, business and capital gains, imputed income from assets, tips and welfare benefits. Generally, gross annual income will be based on those sources of income reported to the Internal Revenue Service (IRS) and/or can be utilized for the purpose of mortgage approval.

"Household" shall mean the person or persons occupying a housing unit.

"Index" shall mean the measured percentage of change in the median income for a Household of four by geographic region using the income guideline approved for use by the Council.

"Low Income Household" shall mean a Household whose total Gross Annual Income is equal to 50% or less of the median gross income figure established by geographic region and household size using the income guideline approved for use by the Council.

"Moderate Income Household" shall mean a Household whose total Gross Annual Income is equal to more than 50% but less than 80% of the median gross income established by geographic region and household size using the income guideline approved for use by the Council.

"Owner" shall mean the title holder of record as same is reflected in the most recently dated and recorded deed for the particular Affordable Housing unit. For purposes of the initial rentals of any Affordable Housing unit, Owner shall include the developer/owner of such Affordable Housing units. Where appropriate, the term Owner shall also mean a person who owns an Affordable Housing rental property as a landlord. Owner shall not include any co-signor or co-borrower on any First Purchase Money Mortgage unless such co-signor or co-borrower is also a named title holder of record of such Affordable Housing unit.

"Primary Residence" shall mean the unit wherein a Certified Household maintains continuing residence for no less than nine months of each calendar year.

"Renter" shall mean a Household who has been Certified for an Affordable Housing unit for rent subject to the signing of a lease and the payment of any required security deposit.

II. PROPERTY DESCRIPTION

This agreement applies to the Owner's interest in the real property commonly known as:

Block 96 Lot 15.04 of 505 Municipality South Brunswick
County Middlesex # of Bedrooms two (2)
Complete Street Address & Unit # 5 FOXTAIL LANE
City MONMOUTH JUNCTION State NJ Zip 08852

If additional Affordable Housing units are to be covered by this Agreement, a description of each additional unit is attached as Exhibit A and is incorporated herein.

III. TERM OF RESTRICTION

A. The terms, restrictions and covenants of this Affordable Housing Agreement shall begin on the date a new affordable rental unit is first occupied, the date an affordable occupied rental unit has been certified as standard, or the date after 50% of the units in a multifamily rental project containing four or more affordable rental units have received certificates of occupancy.

B. The terms, restrictions and covenants of this Affordable Housing Agreement shall terminate upon the date after the specified time period when any Affordable Housing Rental unit that continues to be occupied by a Certified Household shall become vacant.

C. Upon termination of restrictions as they apply to each rental unit within the named Property, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of the Affordable Housing Agreement.

IV. RESTRICTIONS

A. The Owner of a rental Affordable Housing unit shall not rent the Affordable Housing unit for an Adjusted Rent that is greater than the established Base Rent plus the allowable percentage of increase as determined by the Index applicable to the municipality in which the unit is located. Adjusted Rents shall be effective as of the lease anniversary date and shall remain in effect for at least a one year period.

B. The Owner shall not rent the Affordable Housing unit other than to a Renter who has been certified utilizing the income verification procedures established by the Department, the Agency, and the Council to determine qualified Low and Moderate Income-Eligible Households.

C. The Owner of the rental Affordable Housing unit shall sell the unit in accordance with and subject to any rules and regulations duly promulgated by the Department (N.J.A.C. 5:14-4), the Council (N.J.A.C. 5:92-12), and the Agency (N.J.A.C. 5:80-24) to ensure that the Affordable Housing unit remains affordable to and occupied by Low and Moderate Income-Eligible Households throughout the duration of this Agreement.

V. REQUIREMENTS

A. This Agreement shall be recorded with the recording office of the county in which the Affordable Housing unit or units are located. The Agreement shall be filed no earlier than the recording of an applicable deed and no later than the leasing and occupancy of 50% of the applicable rental units in any project covered by a single deed.

B. When a single Agreement is used to govern more than one Affordable Housing unit, the Agreement shall contain a description of each Affordable Housing unit governed by the Agreement as described in Section II PROPERTY DESCRIPTION and/or EXHIBIT A of the Agreement and an ending date to be imposed on the unit as described in Section III TERM OF RESTRICTIONS of the Agreement.

C. This Agreement shall be executed by the Department and the Owner or the then current title holder of record of the property upon which the Affordable Housing units are to be situated prior to its recording.

VI. DEEDS OF CONVEYANCE AND LEASE PROVISIONS

All Deeds of Conveyance and Lease Agreements from all Owners to Purchasers and Certified Renters of Affordable Housing units shall include the following clause in a conspicuous place:

"The Owner's right, title and interest in this unit and the use, sale, resale and rental of this property are subject to the terms, conditions, restrictions, limitations and provisions as set forth in the AFFORDABLE HOUSING AGREEMENT filed herewith with the Office of the Clerk of Middlesex County and is also on file with the Authority."

Any Master Deed that includes an Affordable Housing unit shall also reference the affordable unit and the Affordable Housing Agreement and any variation in services, fees, or other terms of the Master Deed that differentiates the affordable unit from all other units covered in the Master Deed.

VII. COVENANTS RUNNING WITH LAND

The provisions of this Affordable Housing Agreement shall constitute covenants running with the land with respect to each Affordable Housing unit affected hereby, and shall bind all Purchasers and Owners of each Affordable Housing unit, their heirs, assigns and all persons claiming by, through or under their heirs, executors, administrators and assigns for the duration of this Agreement as set forth herein.

VIII. OWNER RESPONSIBILITIES

In addition to fully complying with the terms and provisions of this Affordable Housing Agreement, the Owner acknowledges the following responsibilities.

A. Affordable Housing units designated as rental units shall at all times remain the Primary Residence of the Renter and shall not be sublet to any party whether or not that party is qualified as a Low or Moderate Income-Eligible Household without prior written approval from the Department.

B. All home improvements made to an Affordable Housing Unit shall be at the Owner's expense except that expenditures for any alteration that allows a unit to be resold or rented to a larger household size because of an increased capacity for occupancy shall be considered for a recalculation of Base Rent. Owners must obtain prior approval for such alteration to qualify for this recalculation.

C. The Owner of an Affordable Housing unit shall keep the Affordable Housing unit in good repair.

D. Owners of Affordable Housing units shall pay all taxes, charges, assessments or levies, both public and private, assessed against such unit, or any part thereof, as and when the same become due.

E. The Owners of Affordable Housing units shall notify the Department in writing sixty (60) days prior to a rental vacancy. Owners shall not convey title or lease or otherwise deliver possession of the Affordable Housing unit without the prior written approval of the Department.

F. An Owner shall request referrals of Certified Households from the pre-screened established referral list maintained by the Department.

G. The Owner may rent the property to an eligible household not referred by the Department. The proposed Renter must complete all required Household Eligibility forms and submit Gross Annual Income information for verification to the Department for written certification as an eligible rental transaction. Written verification of eligibility for Sec. 8 Rental Assistance may substitute for Departmental certification. Prior to execution of a lease, each selected household must be approved by the Department and a completed Unit Inventory Form submitted.

H. The Owner shall not permit any lien, other than the First Purchase Money Mortgage, Department approved second mortgages and liens of the Department to attach and remain on the property for more than sixty (60) days.

I. If an Affordable Housing unit is part of a condominium, homeowner's or cooperative association, the Owner, in addition to paying any assessments required by the Master Deed of the Condominium or By-laws of an Association, shall further fully comply with all of the terms, covenants or conditions of said Master Deed or By-laws, as well as fully comply with all terms, conditions and restrictions of this Affordable Housing Agreement.

J. The Owner shall have responsibility for forwarding copies of all documents filed with the applicable county recording office to the Department after they have been signed, dated and recorded.

K. The Owner shall be obligated to pay a service fee to the Department at the time of each new rental occupancy in the amount specified by the fee schedule approved by the N.J. Treasurer.

IX. FORECLOSURE

A. This agreement shall not be terminated in the event of judgment of foreclosure on properties that include Affordable Housing units that are designated as rental units unless the rental unit is contained within an owner-occupied property containing four or less units.

B. If the rental unit is contained within an owner-occupied property containing four or less units, the terms and restrictions of this Agreement shall be subordinate only to the First Purchase Money Mortgage lien on the Affordable Housing property and in no way shall impair the First Purchase Money Mortgagee's ability to exercise the contract remedies available to it in the event of any default of such mortgage as such remedies are set forth in the First Purchase Money Mortgage documents for the Affordable Housing unit.

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C. Upon a judgment of Foreclosure of an owner-occupied unit containing an affordable rental housing unit, the Department shall execute a document in recordable form evidencing that such Affordable Housing unit has been forever released from the restrictions of this Agreement. Execution of foreclosure sales by any other class of creditor or mortgagee shall not result in a release of the Affordable Housing unit from the provisions and restrictions of this Agreement.

X. VIOLATION, DEFAULTS AND REMEDIES

In the event of a threatened breach of any of the terms of this Agreement by an Owner, the Authority shall have all remedies provided at law or equity, including the right to seek injunctive relief or specific performance, it being recognized by both parties to this Agreement that a breach will cause irreparable harm to the Department, in light of the public policies set forth in the Fair Housing Act and the obligation for the provision of low and moderate income housing. Upon the occurrence of a breach of any of the terms of the Agreement by an Owner, the Department shall have all remedies provided at law or equity, including but not limited to foreclosure, recoupment of any funds from a rental in violation of the Agreement, injunctive relief to prevent further violation of the Agreement, entry on the premises, and specific performance.

XI. RIGHT TO ASSIGN

The Department may assign from time to time its rights, and delegate its obligations hereunder without the consent of the Owner. Upon such assignment, the Department, its successors or assigns shall provide written notice to the Owner.

XII. INTERPRETATION OF THIS AGREEMENT

The terms of this Agreement shall be interpreted so as to avoid financial speculation or circumvention of the purposes of the Fair Housing Act for the duration of this Agreement and to ensure, to the greatest extent possible, that the purchase price, mortgage payments and rents of designated Affordable Housing units remain affordable to Low and Moderate Income-Eligible Households as defined herein.

XIII. NOTICES

All notices required herein shall be sent by certified mail, return receipt requested as follows:

To the Owner:

South Brunswick Citizens for Independent Living, Inc.
P.O. Box 600
Kingston, New Jersey 08528

To the Department:

New Jersey Department of Community Affairs
101 South Broad Street
CN 806
Trenton, New Jersey 08625

Attention: Affordable Housing Management Service

Or such other address that the Department, Owner, or municipality may subsequently designate in writing and mail to the other parties.

XIV. SUPERIORITY OF AGREEMENT

Owner warrants that no other Agreement with provisions contradictory of, or in opposition to, the provisions hereof has been or will be executed, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations between and among the Owner, the Department, and their respective successors.

XV. SEVERABILITY

It is the intention of all parties that the provisions of this instrument are severable so that if any provisions, conditions, covenants or restrictions thereof shall be invalid or void under any applicable federal, state or local law, the remainder shall be unaffected thereby.

In the event that any provision, condition, covenant or restriction hereof, is at the time of recording of this instrument, void, voidable or unenforceable as being contrary to any applicable federal, state or local law, both parties, their successors and assigns, and all persons claiming

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by, through or under them covenant and agree that any future amendments or supplements to the said laws having the effect of removing said invalidity, voidability or unenforceability, shall be deemed to apply retrospectively to this instrument thereby operating to validate the provisions of this instrument which otherwise might be invalid and it is covenanted and agreed that any such amendments and supplements to the said laws shall have the effect herein described as fully as if they had been in effect at the time of the execution of this instrument.

XVI. CONTROLLING LAW

The terms of this Agreement shall be interpreted under the laws of the State of New Jersey.

XVII. OWNER'S CERTIFICATION

The Owner certifies that all information provided in order to qualify as the owner of the property or to purchase the property is true and correct as of the date of the signing of this Agreement.

XVIII. AGREEMENT

The Owner and the Department hereby agree that all Affordable Housing units described herein shall be marketed, sold, rented, and occupied in accordance with the provisions of this Agreement. Neither the Owner nor the Department shall amend or alter the provisions of this Agreement without first obtaining the approval of the other party. Any such approved amendments or modifications of this Agreement shall be in writing and shall contain proof of approval from the other parties and shall not be effective unless and until recorded with the County Clerk, for the County in which the Affordable Housing units are situated.

Dated:

ATTEST Martin K. Indik
MARTIN K. INDIK

By: Jean Gibson
Signature (Owner) JEAN GIBSON, President

By: Angelo Yatauro
Signature (Co-Owner)
ANGELO YATAURO, Treasurer

STATE OF NEW JERSEY)

)ss

COUNTY OF MERCER)

BE IT REMEMBERED, that on this 1st day of September, 1993, before me, the subscriber, MARTIN K. INDIK, ATTORNEY AT LAW NJ personally appeared JEAN GIBSON and ANGELO YATAURO who, being by me duly sworn on his/her oath, deposes and makes proof to my satisfaction, that he/she is the Owner (Co-Owner) named in the within instrument; that is the Affordable Housing Agreement of the described Property; that the execution, as well as the making of this instrument, has been duly authorized and is the voluntary act and deed of said Owner.

Sworn to and subscribed before me,
the date aforesaid

Martin K. Indik
MARTIN K. INDIK, ATTORNEY AT LAW NJ

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EXHIBIT A

AFFORDABLE HOUSING AGREEMENT

This Affordable Housing Agreement applies to the Owner's interest in the real properties as further described below:

PROPERTY DESCRIPTION

Block 96 Lot 1504 C505 Municipality South Brunswick
County Middlesex # of Bedrooms two
Complete Street Address & Unit # 5 FOXTAIL LANE
City MONMOUTH JUNCTION State NJ Zip 08852

The restrictions contained herein shall be imposed on this Affordable Housing unit for a period of at least THIRTY (30) years beginning on September 1, 1993 and ending after August 31, 2023 when any Affordable Housing rental unit that continues to be occupied by an income eligible household shall become vacant.

Please add additional property descriptions as required including individual building or unit numbers with corresponding bedroom sizes indicating a TERM OF RESTRICTION as applicable.

Being known and designated as Unit B-1 in Building S, together with an un-divided .0023 percentage interest in and to the common elements of Wynwood Condominium, a Condominium as defined in the Master Deed Book 3316, Page 290 recorded October 21, 1983; amended in Deed Book 3466, page 885 recorded October 7, 1985 further amended in Deed Book 4060, page 579 recorded May 17, 1993, as the same may be further and lawfully amended from time to time.

BK408946891

Dated: 7/2/93

By: Jane Wheatley
Signature (New Jersey Department
of Community Affairs)
JANE WHEATLEY, Supervisor, Affordable
Housing Management Service (AHMS)

STATE OF NEW JERSEY)

)ss

COUNTY OF MERCER)

BE IT REMEMBERED, that on this 22nd day of July 1993, before
me, the subscriber, Marilyn Mann, personally appeared Jane Wheatley
Supervisor, AHMS who, being by me duly sworn on his/her oath, deposes
and makes proof to my satisfaction, that he/she is the authorized
signatory for the New Jersey Department of Community Affairs named in the
within instrument; that is the Affordable Housing Agreement of the
described property; that the execution, as well as the making of this
instrument, has been duly authorized and is the voluntary act and deed of
said Department.

Sworn to and subscribed before me,
the date aforesaid.

M. Mann MARILYN D. MANN
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 7/2/95

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19. PRIOR ROUND: DUNGARVIN 30
CRANSTON ROAD GROUP HOME

MIDDLESEX COUNTY CLERK

Return To:

Index DEED BOOK

Book 04725 Page 0320

No. Pages 0006

Instrument DEED SENIOR

Date : 1/03/2000

Time : 12:54:21

Control # 200001030494

INST# DE 2000 000057

HALPERIN
LLOYD

R.

Employee ID MALTBS

| | | |
|------------|----|--------|
| RECORDING | \$ | 26.00 |
| OVERCHARGE | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| | \$ | .00 |
| SCUND | \$ | 180.00 |
| SCOVER | \$ | 45.00 |
| Total: | \$ | 251.00 |

STATE OF NEW JERSEY
MIDDLESEX COUNTY CLERK

ELAINE FLYNN
COUNTY CLERK



Cover sheet is part of Middlesex County filing record

Retain this page for future reference

Not part of the original submitted document



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DEED

Record and Return to:

00 JAN -3 PM 1:02

Jay D. Arbeiter
Baer, Arbeiter, Ploshnick, Tanenbaum & Weiss
344 Main Street
Metuchen, NJ 08840

Prepared By:

Robert A. Belmeister

This Deed is made on November 18, 1999

BETWEEN LLOYD R. HALPERIN and ALICE HALPERIN, husband and wife

whose address is 30 Cranston Road, Kendall Park, NJ 08824

referred to as Grantor,

AND THE CHIMES, a Non-Profit Corporation of the State of Maryland

whose post office address is 4815 Seton Drive, Baltimore, MD 21215

referred to as Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of \$179,900.00
(One Hundred Seventy-Nine Thousand Nine Hundred and 00/100 Dollars)

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of **South Brunswick**

Block No. **340**

Lot No. **2**

Account No.

____ Check if no property tax identification number is available at the time of this deed.

Property. The property consists of the land and all the buildings and structures on the land in the **Township** of **South Brunswick**
County of **Middlesex** and State of New Jersey. The legal description is:

The legal description is attached hereto and made a part hereof.

Being the same lands and premises conveyed to the grantors herein by Deed from Robert A. Fruhling and Beatrice Fruhling, dated May 19, 1961, recorded June 29, 1961, in Deed Book 2264, Page 600

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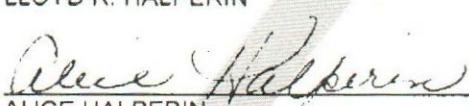
Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed By:


Robert A. Felmeiser


LLOYD R. HALPERIN (Seal)


ALICE HALPERIN (Seal)

(Seal)

STATE OF NEW JERSEY

COUNTY OF MERCER


SS.:

I CERTIFY that on November 18, 1999

LLOYD R. HALPERIN and ALICE HALPERIN, husband and wife

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$179,900.00 as full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)


Robert A. Felmeiser
Attorney at Law of New Jersey

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Land
Surveyors
and
Planners

October 13, 1999

**DESCRIPTION OF PROPERTY
LOT 2 IN BLOCK 340
LOCATED IN
THE TOWNSHIP OF SOUTH BRUNSWICK
MIDDLESEX COUNTY, NEW JERSEY**

BEGINNING at a point in the easterly sideline of Cranston Road (50' wide), said point being located one hundred fifty-three and eighty-eight hundredths feet (153.88') northerly along said line of Cranston Road from its projected intersection with the northerly sideline of Constable Road (60' wide), and from said point of beginning, running:

1. Along said line of Cranston Road in a northerly direction along a curve to the right having a radius of three hundred and zero hundredths feet (300.00') and an arc length of twenty-six and forty-six hundredths feet (26.46') to a point of reverse curvature; thence
2. Along same on a curve to the left having a radius of seven hundred fifty and zero hundredths feet (750.00') and an arc length of seventy-six and twenty-five hundredths feet (76.25') to a point and corner; thence
3. South seventy-eight degrees, sixteen minutes, fifty-one seconds east (S78°16'51"E) a distance of one hundred forty-seven and sixty-two hundredths feet (147.62') to a point and corner; thence
4. South five degrees, thirty minutes, twenty seconds west (S05°30'20"W) a distance of thirty-one and ninety-seven hundredths feet (31.97') to a point and corner; thence
5. South forty degrees, eighteen minutes, fifty seconds west (S40°18'50"W) a distance of sixty-six and sixty-one hundredths feet (66.61') to a point and corner; thence
6. North eighty-three degrees, fifty-three minutes, fifty seconds west (N83°53'50"W) a distance of one hundred twenty-five and nineteen hundredths feet (125.19') to the point and place of beginning.

The above described premises being more commonly known as 30 Cranston Road, Kendall Park, New Jersey.

The above described lands also being known and designated as Lot 2 in Block 340 as shown on a certain map entitled, "Map of Kendall Park Section 6J", which map was filed in the office of the Middlesex County Clerk on February 18, 1959 as Map No. 2269, File No. 946.

The above description is in accordance with a Plan of Survey prepared by Saladin Associates, P.C. dated October 13, 1999.

Charles E. Saladin, Jr.
Professional Land Surveyor
New Jersey License #34019

Charles E. Saladin, P.L.S. & P.P.

P.O. Box 8508 • Somerville, NJ 08876 • Phone: 908-722-1270 • FAX: 908-722-1393

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